

**AGREEMENT**

**Between**

**BOROUGH OF MADISON**

**and the**

**POLICEMEN'S BENEVOLENT ASSOCIATION**

**LOCAL 92**

**FOR THE TERM COMMENCING JANUARY 1, 1997**

**AND ENDING DECEMBER 31, 1999**

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**PREAMBLE**

This Agreement, made this 24th day of June, 1998, by and between the

**BOROUGH OF MADISON  
NEW JERSEY**

hereinafter referred to as the "Borough", and the

**PATROLMEN'S BENEVOLENT ASSOCIATION OF  
MADISON, NEW JERSEY  
LOCAL NO. 92**

hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the Borough of Madison and such of its employees who are within the provisions of this Agreement, in order that efficient and progressive public service may be rendered.

## **ARTICLE I**

### **RECOGNITION**

#### **Section 1**

The Borough recognizes the Association as the sole and exclusive representative for the purpose of collective negotiations concerning rates of pay, hours of employment and other conditions of employment for all full-time patrolmen and sergeants, in the Borough Police Department.

#### **Section 2**

Unless otherwise indicated, the terms "police officer", "employee", or "employees", or "member of the department", when used in this Agreement, refer to all persons represented by the Association in the above defined negotiating unit.

## **ARTICLE II**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

#### **Section 1 - Purpose**

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

#### **Section 2 - Definitions**

The term "grievance" as used herein means any difference or dispute arising over the application or interpretation of the terms and conditions of this Agreement and may be raised by an individual or the Association on behalf of an individual or group of individuals. The term "days" shall mean calendar days.

### Section 3 - Procedure

Step 1 - An aggrieved employee shall submit a grievance in writing to the Chief of Police within fifteen (15) days of the occurrence in question. Only those grievances submitted in writing within fifteen (15) days of the occurrence shall be deemed to be timely filed.

Step 2 - The Chief of Police shall submit his/her decision in writing within fifteen (15) days of the submission of the grievance to him/her.

Step 3 - Within fifteen (15) days of the decision of the Chief of Police, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to the Borough Administrator who shall have fifteen (15) days to submit his/her written decision.

Step 4 - Within fifteen (15) days of the decision of the Borough Administrator, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to the Borough Council or, in its discretion, any subcommittee thereof. The Council or its subcommittee shall have fifteen (15) days to submit its written decision.

The aggrieved employee has a right to representation by an official of the Association in steps 1, 2, 3, and 4 hereof.

Step 5 - Arbitration - Within two (2) weeks of the transmittal of the written decision by the Borough Council, if the grievance involves a dispute over the application or interpretation of the terms of this Agreement and is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

If the Association demands that a grievance be arbitrated, the parties will jointly request the American Arbitration Association to arrange for the selection of an arbitrator in accordance with the Association's procedures. Such arbitrator shall have the authority to hear and determine the grievance, and his/her decision shall be final and binding on all parties. The arbitrator's decision shall in no way alter, add to, or delete from the terms of this Agreement, and he/she shall decide the dispute within thirty (30) days after the hearing has been closed. The fee and expenses of the arbitrator shall be

borne equally by the parties. Only the Borough or the Association shall have the right to submit a grievance to arbitration.

#### **Section 4 - General Provisions**

(a) The steps or other requirements provided for herein may be waived by mutual agreement of the parties.

(b) If the Borough fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

(c) All conferences and hearings conducted under this grievance procedure shall be conducted in private by the Police Chief, Administrator, or the Council, or a sub-committee thereof, and shall be limited to the parties in interest, their representatives, and the witnesses and such other persons as are reasonably necessary for a fair and equitable determination.

### **ARTICLE III**

#### **DISCIPLINE AND DISCHARGE**

##### **Section 1**

It is agreed that nothing herein shall in any way prohibit the Borough from discharging or otherwise disciplining any employee, regardless of seniority, for good and just cause.

##### **Section 2**

Any actions taken by the Borough under this Article shall be subject to Article II Grievance and Arbitration.

##### **Section 3**

Shall follow State Statute when handling discipline in the Police Department.

## ARTICLE IV

### HOURS OF WORK AND OVERTIME

#### Section 1

A) Eight (8) continuous hours of actual duty in a twenty-four (24) hour period shall be deemed a day's work; provided, however, that any member of the Police Department may be directed to do police duty in excess of such eight (8) hours per day when such member's services may be required. Any member, except members of the Division of Investigation, who shall do police duty in excess of such eight (8) hours in a twenty-four (24) hour period, will be compensated for such additional hours at the rate of one and one-half times his/her straight time hourly rate of pay. In computing overtime compensation, the nearest one-half hour shall be the smallest fraction of an hour to be reported.

B) Notwithstanding subsection (a), supra, if an employee is required to work overtime in excess of and in continuation of the regular day's shift and said overtime amounts to one (1) hour or less, said time shall be credited to accumulated overtime, and the employee shall receive compensatory time off at the rate of one and one-half times regular straight time. Said compensatory time off must be taken within 365 days of the date on which it was credited. If, however, said overtime is in excess of one hour, said time shall be paid for as overtime pay.

C) If an employee is called to work on a day off during time off, or during a vacation day, for less than one (1) hour, such employee shall be paid for one (1) hour at time and one half his/her regular straight time rate of pay. If said employee is required to work more than one (1) hour, payment for all time worked shall be at time and one-half his/her regular straight time rate of pay.

D) On April 5, 1994 the Borough agreed to a one year trial to evaluate the advantages and disadvantages of a work schedule commonly referred to as , "The 4/4 - 12 Plan". This trial is now being reviewed. The Borough must give the Association sixty (60) days notice if it wishes to terminate this 4/4 - 12 Plan.

## Section 2

In lieu of overtime pay, all employees comprising the Division of Investigation shall receive a flat allowance of \$1,000 per year. Employees of the Division of Investigation shall compute their amount of overtime when it exceeds the allowance of \$1,000 per year. They shall receive compensating time off at the rate of time and a half for any overtime investigative work. However, any member of the Division of Investigation ordered to work overtime on other than investigative work, shall be compensated at the rate of time and one half his/her regular straight time hourly rate. The determination of the meaning of "investigative work" shall be at the sole discretion of the Chief of Police.

## Section 3

In accordance with the United States Fair Labor Standards Act, the employees covered under this contract work on a twenty-eight (28) Day Work cycle of 171 hours.

# ARTICLE V

## COURT TIME

### Section 1

If an employee is required to appear in the Municipal Court of the Borough on other than a civil action in connection with his/her duties in the department on a day off, during time off, or on a vacation day, such employee shall be paid at the rate of time and one half his/her regular straight time rate, except that such employee shall receive compensation which shall be equal to not less than one (1) hour of such pay.

### Section 2

If an employee is required to appear in any court, other than the Municipal Court of the Borough of Madison, or a judicial or administrative proceeding, on other than a civil action in connection with such employee's duties in the

department on a day off, during time off, or vacation day, such employee shall be paid at time and one half his/her regular straight time rate of pay, except that such employee shall receive compensation which shall be equal to not less than two (2) hours of such pay.

## **ARTICLE VI**

### **STANDBY TIME**

#### **Section 1**

If an employee is required to be on standby availability in connection with such employee's duties on a day off, during time off, or vacation day, such employee shall receive compensation at the rate of one and one half his/her straight time pay rate.

#### **Section 2**

The term "standby" shall mean availability for immediate duty, at a place designated by the Chief of Police.

#### **Section 3**

Upon execution of this Agreement, each employee assigned to the Patrol Division shall be considered to be "on call" during the thirty (30) minute period immediately preceding the commencement of his/her shift. If an employee is actually called out to work in connection with an emergency or unexpected police function during that period, the employee shall be granted one half hour of compensatory time on each occasion that the employee is called out.

## **ARTICLE VII**

### **HOLIDAYS**

#### **Section 1**

Every member of the bargaining unit shall receive, in addition to his/her base pay and longevity increment, holiday pay for twelve (12) holidays at straight time. Payment shall be in one lump sum on the first payday in December. Payment shall be calculated by dividing the base salary for the calendar year by two hundred and sixty (260) and multiplying the results by twelve (12).

#### **Section 2**

In addition to the provisions of Section 1 of this Article, the benefit of any other holidays administratively provided to any other employees of the Borough, shall be afforded the employees of the Police Department by the provision of hour for hour compensatory time off, which compensatory time off shall be taken within 365 days of the date on which it is credited, unless unable to do so because of duty scheduling problems. Administrative holidays referred to in this Section 2 shall not be deemed to include time off for Christmas or holiday parties or early closings (or delayed openings) of Borough Hall due to inclement weather.

## **ARTICLE VIII**

### **OUTSIDE DUTY PAY**

Police officers assigned by Madison to perform police services for employers other than the Borough, shall be compensated at a rate of \$30 per hour.

## **ARTICLE IX**

### **LONGEVITY**

All police officers shall receive longevity increments based upon years of service in accordance with the following schedule:

After 5 years of service	\$300/year
After 10 years of service	\$400/year
After 15 years of service	\$500/year
After 20 years of service	\$600/year
After 25 years of service	\$700/year
After 30 years of service	\$800/year

## **ARTICLE X**

### **VACATIONS**

#### **Section 1**

Each employee shall receive vacations in accordance with the following schedule:

- a) New employees, during their first full year of service and up until the start of the second full calendar year, shall accumulate .83 vacation leave days for each month in which employee worked or received pay for more than ten (10) days.
- b) Employees who have completed one full calendar year shall be entitled to ten (10) vacation days in advance at the beginning of their second (2nd) full

calendar year. Days granted at the beginning of a calendar year must be used within that year.

c) Employees shall be entitled to three (3) weeks vacation during the calendar year in which the fifth (5th) anniversary of his/her employment occurs.

d) Four (4) weeks vacation shall be granted an employee during the calendar year in which the tenth (10th) anniversary of his/her employment occurs.

e) Vacation shall be granted to an employee during the calendar year in which the twentieth (20th) anniversary of his/her employment occurs and thereafter at the rate of one additional day following each anniversary of employment to a maximum of five (5) weeks of vacation.

## **ARTICLE XI**

### **LEAVE OF ABSENCE AND DISABILITY**

#### **Section 1**

The Council of the Borough of Madison may grant a leave of absence, with pay, to any member of the department who shall become injured, ill or disabled from any cause so as to be physically unfit for duty during the period of such disability and physically unfit for duty, where such injury, illness or disability shall be evidenced by the certificate of a police physician designated by the Governing Body to examine him/her.

No such leave of absence shall exceed one (1) year commencing from the date of such injury, illness or disability.

## **ARTICLE XII**

### **FUNERAL LEAVE**

#### **Section 1**

In the event of the death of an employee's parent, spouse or child, a five (5) day leave of absence, with pay, will be granted to the employee. In the event of the death of an employee's grandparent, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle or aunt, or relative living in the same household, a three (3) day leave of absence, with pay, will be granted to the employee. An employee shall be required to utilize sick days for funeral attendance of any other relative. All days granted shall have to be taken immediately upon death and shall include the day of the funeral.

## **ARTICLE XIII**

### **ABSENCE FOR ILLNESS**

#### **Section 1**

No member of the Police Department shall absent himself/herself from duty by reason of sickness or injury unless he/she shall promptly report the same to the Chief of Police or the other superior officer in charge of the department.

#### **Section 2**

New employees with less than one full calendar year of service shall accumulate 1.083 sick days for each month in which employee worked or received pay for more than ten (10) days. Employees shall be entitled to thirteen (13) sick days in advance at the beginning of their second (2nd) full calendar year, and each year thereafter, up to a maximum of two hundred and fifty (250).

### Section 3

Unused sick leave may be accumulated to a maximum of two hundred and fifty (250) work days for use if required. Sick leave cannot be used in advance of accrual unless authorized by the Mayor and Council.

### Section 4

If an employee is absent for three consecutive days, or three days in a five day work period, such employee may be required, by the Chief of Police or his/her designee, to furnish a physician's statement obtained by the employee at his/her expense. If an employee is absent for five non-consecutive days in a calendar year, such employee may be required to be examined by a physician designated and compensated by the Borough. The physician's statement shall set forth the cause and nature of the illness and certify that the employee is again fit to return to work.

### Section 5

Each police officer reaching retirement age shall be entitled to time off with pay prior to his/her retirement date equivalent to one half (1/2) of his/her accumulated sick leave days but not exceeding sixty (60) working days. There will be no additional compensation if the employee elects to continue working during that interval. Except as provided above, time off with pay will not be allowed in lieu of unused sick leave.

### Section 6

In the event that the Chief of Police requires a physical examination of an employee, the employee shall have the option to obtain his/her own physician at his/her own expense.

## **ARTICLE XIV**

### **PERSONAL LEAVE**

#### **Section 1**

Each employee in the bargaining unit shall be allowed three (3) days of personal leave per calendar year with full pay.

Personal leave is defined as leave for the purpose of attending to an urgent personal responsibility which cannot be scheduled during non-working hours. Whenever possible, the employee must submit to the Police Chief a reasonable advance written notice of intent to take a personal leave day.

The notice of intent to take the personal day shall be accompanied by a written explanation of the need for personal leave. If circumstances do not permit the employee to submit advance written notice, he/she shall submit a follow-up memorandum confirming that a personal day was taken and setting forth the reasons for the need for such personal leave day.

Personal leave is not intended to extend other types of leave in this Agreement, nor is it cumulative from year to year.

## **ARTICLE XV**

### **MEDICAL AND HEALTH INSURANCE**

#### **Section 1**

The employees of the department covered by this Agreement and the eligible members of their families, shall receive medical and health insurance coverage as presently afforded by the Borough to all of its members.

## Section 2

The employees covered by this Agreement and the eligible members of their families, shall continue to receive a prepaid dental plan providing current benefits at the expense of the Borough based on the rate of the insurance on December 31, 1988.

## Section 3

The Borough may select a medical insurance carrier to provide coverage and benefits which shall not be less than those provided by the plan in effect at the time of any change of carrier.

## Section 4

Effective January 1, 1999, the current deductibles shall be changed from \$100/200 to \$200/400. Further, there shall be a maximum lifetime benefit of \$1,000,000.

# ARTICLE XVI

## CLOTHING ALLOWANCE

### Section 1

A) Employees of the department covered by this Agreement shall be reimbursed for expenditures for new clothing required in their official duties including overcoats, boots and raincoats (hereinafter referred to as "uniforms"), up to a maximum of \$575.

B) Such reimbursements shall be in accordance with present procedures which provide for payment upon presentation of a receipt covering purchase of such uniforms.

C) Following final adoption of the annual budget and submission of individual vouchers, an additional sum of \$475 shall be paid annually, for the duration of the contract, to each officer covered by the Agreement, to assist in defraying the cost of maintenance of his/her uniforms. Upon termination of a police officer's employment for any reason whatsoever, the clothing maintenance allowance shall be prorated on a monthly basis and an appropriate adjustment shall be made to his/her final salary check.

## **ARTICLE XVII**

### **EDUCATIONAL INCENTIVE**

#### **Section 1**

The Borough agrees to reimburse each employee for tuition for courses leading to a degree in criminal justice, police science, public administration, law or other course of study approved in advance by the Borough Administrator. Tuition shall be reimbursed in full up to a maximum of \$125 per credit at the conclusion of the course, provided that the employee receives a grade of "B" or better.

## **ARTICLE XVIII**

### **WAGES**

The following wage schedules shall be effective during the term of this Agreement:

WAGE SCHEDULE BY JOB CLASSIFICATION  
for  
EMPLOYEES HIRED BEFORE AUGUST 1, 1992

	1997 <u>Jan 1</u>	1998 <u>Jan 1</u>	1999 <u>Jan 1</u>
Probationary	27,309	28,401	29,395
First Year	36,251	37,701	39,021
Second Year	40,838	42,472	43,959
Third Year	44,235	46,004	47,614
Fourth Year	47,485	49,384	51,112
Over Four Years	54,591	56,775	58,762
Sergeant	60,049	62,451	64,637

WAGE SCHEDULE BY JOB CLASSIFICATION  
for  
EMPLOYEES HIRED AFTER AUGUST 1, 1992

	1997 <u>Jan 1</u>	1998 <u>Jan 1</u>	1999 <u>Jan 1</u>
Probationary	27,309	28,401	29,395
First Year	31,420	32,677	33,821
Second Year	36,251	37,701	39,021
Third Year	40,838	42,472	43,959
Fourth Year	44,235	46,004	47,614
Fifth Year	47,485	49,384	51,112
Over Five Years	54,591	56,775	58,762
Sergeant	60,049	62,451	64,637

## **ARTICLE XIX**

### **BAN ON STRIKES**

#### **Section 1**

It is recognized that the need for continued and uninterrupted operation of the Borough's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures have been provided for the equitable settlement of grievances arising out of this Agreement and the parties hereto agree that there will not be and that the Association, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

#### **Section 2**

The Borough shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

#### **Section 3**

The Association shall not be held liable for unauthorized acts of employees, provided the Association will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, ordering all who participate in such activity to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

## **ARTICLE XX**

### **ASSOCIATION BUSINESS LEAVE**

#### **Section 1**

The members of the Association Negotiating Committee, not to exceed three (3) in number, shall, after adequate advance notice to the Chief of Police, be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Borough and the Association for the purpose of negotiation of the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

#### **Section 2**

A representative of the Association (the Association President or his/her designee) shall, after adequate advance notice to the Chief of Police, be granted time off from duty shall suffer no loss of regular pay for all meetings between the Borough and the Association for the purpose of processing grievances, when such meetings take place at a time during which such Association representative is scheduled to be on duty.

#### **Section 3**

The President of the Association, or his/her designee, shall be granted time off from duty, provided, in the opinion of the Chief of Police, it does not unduly interfere with the operation of the department, and shall suffer no loss of regular pay for attendance at the meetings of the Executive Board and the membership meetings of the Association when such meetings take place at a time when such officers are scheduled to be on duty. The term "meetings" means the regular monthly meeting and any emergency meeting, not to exceed three (3) emergency meetings per year.

#### **Section 4**

The Association agrees to use every effort to schedule meetings so as to minimize the number of employees granted time off from duty. It is understood that such time off refers solely to the time period required to

attend such meetings. It is further understood that the Association will use every effort to schedule such meetings so as to minimize the number of members who may be required to attend while on duty.

#### Section 5

The delegate appointed by the Association shall be granted time off from duty, provided it does not, in the opinion of the Chief of Police, unduly interfere with the operation of the department and shall suffer no loss of regular pay to attend meetings of the State Patrolmen's Benevolent Association of which Local No. 92 of the Borough is a member. The delegate and two alternates shall be granted time off from duty provided, in the opinion of the Chief of Police, it does not interfere with the operation of the department and shall suffer no loss of regular pay to attend an annual convention of the New Jersey State Policemen's Benevolent Association (maximum four working days). The Association shall notify the Chief of Police at least sixty (60) days prior to the annual State PBA convention concerning the dates of such convention and the names of the appointed delegates.

## ARTICLE XXI

### LIFE INSURANCE

#### Section 1

The Borough shall provide full coverage of a \$10,000 life insurance policy for each employee until said employee's retirement or departure from the department. The Borough shall pay the full premiums which hereafter become due and payable. The aforesaid life insurance shall be in addition to any other life insurance provided to the members of the department by virtue of any other ordinance or regulation.

**ARTICLE XXII**  
**DISCRIMINATION AND COERCION**

**Section 1**

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the Association or against the employees represented by the Association because of membership or activity in the Association. There shall be no discrimination or coercion by the Association or any of their agents against any employees covered by this Agreement because of membership or non-membership in the Association. Nor shall the Borough discriminate in favor of or assist any other labor or police organization which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees. Neither the Borough nor the Association shall discriminate against any employee because of race, creed, color, age or national origin. The Borough will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

**ARTICLE XXIII**  
**EFFECT OF THIS AGREEMENT**

**Section 1**

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction, or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## Section 2

The Borough and the Association recognize the applicability of existing ordinances and regulations promulgated thereto having to do with the operation of the Police Department. It is recognized that any provisions set forth in any such ordinances or regulations promulgated thereto, which are inconsistent with the terms and conditions of this Agreement, shall be caused to be amended or otherwise appropriately modified by the Borough to carry out the intentions of this Agreement. In all other respects, the provisions of all ordinances and regulations and any current amendments promulgated thereto, having to do with the Police Department, are expressly recognized and incorporated by reference hereto.

## **ARTICLE XXIV**

### **MANAGEMENT RIGHTS**

#### Section 1

All aspects of the management of the business of the Police Department and the management and direction of department personnel, are the exclusive right of the Borough, except as expressly modified by the terms of this Agreement.

## **ARTICLE XXV**

### **IN-SERVICE TRAINING**

#### Section 1

Upon the execution of this Agreement, all employees of the department covered by this Agreement shall be compensated by compensatory time off on an hour-for-hour and a half basis for all in-service training scheduled during off-duty hours, including State mandated firearms training

qualification. This time shall be taken with the approval of the Chief of Police.

The Chief of Police has the authority to call departmental meetings which members are required to attend, not to exceed six (6) meetings per year, for which no compensation will be granted.

The Chief of Police may require superior officers to attend not more than four (4) staff meetings per calendar year, in addition to the six (6) scheduled departmental meetings.

## **ARTICLE XXVI**

### **DURATION**


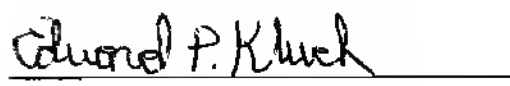
#### **Section 1**

This Agreement shall be in full force and effect as of January 1, 1997 and shall be in effect to and including December 31, 1999, without any reopening date. On or after July 1, 1999 either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement for the succeeding contract years.

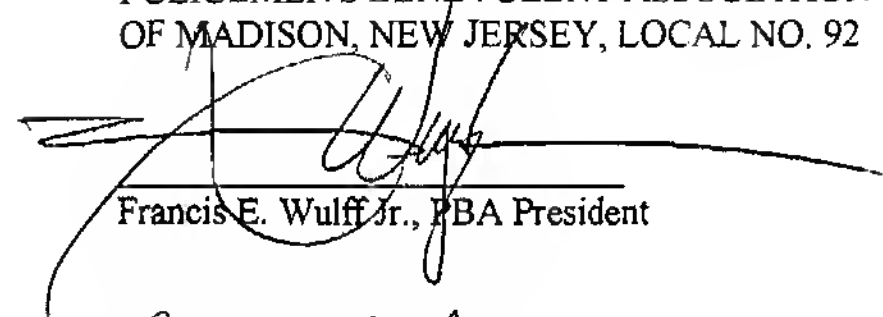

#### **Section 2**

The terms of this Agreement shall continue in effect during the negotiations between the parties.

BOROUGH OF MADISON

  
\_\_\_\_\_  
Gary Ruckelshaus, Mayor  
\_\_\_\_\_  
James R. Allison, Administrator  
\_\_\_\_\_  
Edward P. Kluck, Chief of Police

POLICEMEN'S BENEVOLENT ASSOCIATION  
OF MADISON, NEW JERSEY, LOCAL NO. 92

  
\_\_\_\_\_  
Francis E. Wulff Jr., PBA President  
\_\_\_\_\_  
James N. Haspel, PBA Vice President  
\_\_\_\_\_  
David I. Fox, PBA Attorney